

# **Exhibit I**

JAMES BOPP, JR.  
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**THE BOPP LAW FIRM, PC**  
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November 23, 2020  
Via email to: [RMJacobs@venable.com](mailto:RMJacobs@venable.com)

Mr. Ronald M. Jacobs  
Venable LLP  
500 Massachusetts Ave., NW  
Washington, DC 20001

Re: True the Vote, Inc.

Dear Mr. Jacobs:

We represent Ms. Engelbrecht with respect to the \$2.5 million donation True the Vote, Inc. received from Mr. Eshelman. Please direct all communications regarding this matter to us.

Our client has advised us that she has been trying to resolve this issue with your client, but has been unable to do so to this point. After receiving your client's initial request for a refund of his entire \$2.5 million donation, our client responded via email to you that True the Vote was still gathering details of the costs and expenses of the project, including commitments made to whistleblowers and others involved in True the Vote's project. In an email on November 22, 2020, you responded via email that your client expected at least \$2 million of the \$2.5 million donation to be returned by the morning of November 23, 2020.

True the Vote, Inc. also received an invoice from Old Town Digital Agency, LLC. Ms. Engelbrecht inquired as to what agreement or services this invoice was based upon, as she was unaware of any specific services that had been provided to date from Old Town Digital Agency, LLC. On November 23, 2020, Ms. Engelbrecht received an email from Dikran Yacoubian that this invoice was canceled.

After reviewing the expenses and obligations incurred regarding this project, including commitments made to whistleblowers, our client is prepared to offer your client a return of \$1 million of his donation to True the Vote, Inc. This return will be contingent upon your client, and others he is associated with, to enter into a written agreement to waive any claims regarding the donation by Mr. Eshelman to True the Vote, and regarding the Old Town Digital Agency, LLC's \$1 million invoice and any agreement with True the Vote. Furthermore, this return is contingent on Mr. Eshelman's and Old Town Digital Agency LLC's agreement not to file suit against True

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the Vote, Inc. while the written agreement is being finalized. True the Vote, Inc. will wire the \$1 million refund to Mr. Eshelman within 24 hours of the execution the written agreement.

Given the reasonable foreseeability of litigation if no settlement can be reached, Mr. Eshelman and Old Town Digital Agency, LLC must immediately take steps to preserve all hard-copy and electronically stored information that may contain evidence relevant to the donation by Mr. Eshelman to True the Vote, and regarding the Old Town Digital Agency, LLC's \$1 million invoice and any agreement with True the Vote. Likewise, Mr. Eshelman and Old Town Digital Agency, LLC must also immediately cease all data destruction (scheduled or otherwise) and undertake efforts to prevent the destruction or disposition of hard-copy materials or electronically stored information that may contain relevant evidence.

We hope that this matter can be resolved quickly and amicably. Please respond to True the Vote, Inc.'s offer of the refund of \$1 million of Mr. Eshelman's donation in lieu of litigation by noon on Tuesday, November 24, 2002. We look forward to your prompt response.

Sincerely,

CC: Ms. Catherine Engelbrecht

THE BOPP LAW FIRM, PC



James Bopp, Jr.  
Melena S. Siebert